Marriott Hotel and its workers compensation insurance carrier, Continental Insurance (jointly referred to as "Marriott") ask the Appeals Board of the Utah Labor Commission to review Administrative Law Judge Marlowe's award of medical benefits to E. D. under the Utah Workers' Compensation Act ("the Act"; Title 34A, Chapter 2, Utah Code Ann.).

The Appeals Board exercises jurisdiction over this motion for review pursuant to Utah Code Ann. §63-46b-12, Utah Code Ann. §34A-2-801(3) and Utah Admin. Code R602-2-1.M.

BACKGROUND AND ISSUE PRESENTED

Ms. D. injured her back working for Marriott on June 14, 1997. Marriott accepted liability under the Workers' Compensation Act and paid Ms. D.'s initial medical expenses and disability compensation. Ms. DeJonge then continue to obtain additional medical treatment.

Several years later, on May 7, 2002, Ms. D. filed an application with the Commission to compel Marriott to pay additional medical and disability benefits. Marriott responded by arguing that § 34A-2-417(1) of the Act terminated Ms. D.'s right to additional medical benefits because she had failed to submit any medical expenses for payment for more than three years. Judge Marlowe rejected Marriott's defense. Marriott now requests Appeals Board review.

FINDINGS OF FACT

Marriott does not challenge Judge Marlowe's findings of fact. The Appeals Board adopts those findings, which can be summarized as follows.

Immediately after the accident of June 14, 1997, Ms. D. received medical care for her injuries. The expense of treatment was accepted and paid by Crawford and Company, Marriott's agent. Ms. D. submitted the last of these initial medical expenses on August 21, 1997. Thereafter, Ms. D. continued to receive medical care for her back, but the cost was billed to her general health insurance, rather than the workers' compensation carrier.

On August 2, 2000, Dr. Fonseca provided additional medical treatment to Ms. D. for her back injury. In connection with this treatment, Dr. Fonseca became aware that Ms. D.'s condition was related to her earlier work-related injury and that the expense of treatment should be paid through the workers' compensation system. Dr. Fonseca's assistant called Crawford and Company to determine the method for submitting bills for Ms. D.'s treatment. Crawford and Company was unable to locate Ms. D.'s claim file and did not provide Dr. Fonseca with the requested information. Consequently, Dr. Fonseca took no further action on the matter. However, on August 14, 2000, Ms. D. called Crawford and Company to obtain instructions for submitting medical expenses. Crawford and Company again failed to provide the requested information, stating they could not locate her file, and Ms. D. took no further action at that time. However, Ms. D. continued to receive medical treatment. Beginning on January 23, 2001, bills for this treatment were sent to Crawford and Company for payment.

DISCUSSION AND CONCLUSIONS OF LAW

All parties concede that Ms. D.'s work-related back injury is generally compensable under the workers' compensation system, pursuant to § 34A-2-401 of the Act. As part of the benefit package established by the Act, § 34A-2-418 requires Marriott to pay the reasonable expense for medical care necessary to treat such injuries. However, this duty to pay medical expenses is limited by § 34A-2-417(1) of the Act:

> . . . [A]n employee's medical benefit entitlement ceases if for a period of three consecutive years the employee does not: (a) incur medical expenses reasonably related to the . . . accident; and (b) submit the medical expenses . . . to the . . . employer or insurance carrier for payment.

In other words, § 34A-2-417(1) terminates an injured worker's right to payment of medical expenses if the worker allows more than three years to elapse without a) incurring medical expenses **and** b) submitting those expenses for payment.

In this case, there is no question that Ms. D. periodically incurred medical expenses for treatment of her work-related injury, thereby satisfying the condition set forth in subpart (a) of §34A-2-417(1). However, Marriott contends that Ms. D. did not meet subpart (b) by "submitting" her medical expenses to Marriott's agent, Crawford and Company. If Marriott's argument is correct, then the three-year limitation of § 34A-2-417(1) will apply to Ms. D.'s claim and will cut off her right to continuing medical benefits.

In light of the foregoing, the precise issue before the Appeals Board is whether Ms. D. met the requirement of submitting medical expenses to Marriott prior to August 21, 2000, which marks the end of the applicable three-year period. The Appeals Board notes that the statute does not require any particular method for "submitting" medical expenses, nor does the statute preclude submission of medical expenses by a third party acting on behalf of the injured worker. Furthermore, it is a fundamental principle of Utah's workers' compensation system that the requirements of the Workers' Compensation Act will be applied without unnecessary formality and will be liberally construed in favor of the injured employee.

In this case, it is undisputed that Dr. Fonseca's assistant directly contacted Crawford and Company during early August 2000 to obtain instructions for filing Ms. D.'s medical expenses. Ms. D. also contacted Crawford and Company on August 14, 2000, for the same purpose. By both these contacts, Crawford and Company was informed Ms. D. had on-going medical expenses from her work-related injury. That Ms. D.'s claims were not presented in writing at that time is attributable to Crawford and Company's lack of cooperation. The Appeals Board concludes that the telephone contacts initiated with Crawford and Company by Dr. Fonseca's assistant and Ms. D. during early and mid-August 2000 are sufficient to meet the "submission" requirement of § 34A-2-417(1)(b). For that reason, the three-year limitation of §34A-2-417(1) does not apply to Ms. D.'s claim and she is entitled to continuing medical benefits under the Act.

ORDER

The Appeals Board denies Marriott's motion for review and affirms Judge Marlowe's decision. It is so ordered.

Dated this 29th day of June, 2004.

Colleen S. Colton, Chair
Patricia S. Drawe
Joseph E. Hatch